



NINETY-NINE YEAR
LAND RECREATIONAL LEASE
AND USE AGREEMENT

Dated

May 23, 1973

Between

GERALD R. CUSTER and E. NANCY CUSTER,
Tenants by the Entirety $\hat{a}/b/a$
SOUTHERN PROPERTIES, LESSOR

and

SANDAL COVE ASSOCIATION, INC.
A Florida corporation not for profit, LESSEE

for the benefit of

BUILDING 1001, SANDAL COVE CONDOMINIUM I

NINETY-NINE YEAR
LAND RECREATIONAL LEASE
AND USE AGREEMENT

U. R. 4178 PAGE 86

THIS LAND RECREATIONAL LEASE AND USE AGREEMENT made and entered into this 23 day of May, A.D. 1973 by and between GERALD R. CUSTER and E. NANCY CUSTER, Tenants by the Entirety d/b/a SOUTHERN PROPERTIES, LESSOR, above-mentioned (hereinafter referred to as "Lessor"), and SANDAL COVE ASSOCIATION, INC., a Florida corporation not for profit, (hereinafter referred to as "Lessee").

(Lessor herein is the Developer of the SANDAL COVE project, as described herein.)

Lessee herein is the entity responsible for the operation of SANDAL COVE CONDOMINIUM I, and is making and entering into this Lease and Use Agreement pursuant to the Condominium Act, Section 711.121, for the purpose of providing a possessory and use interest in the demised premises, herein referred to as "Land Recreational Lease," for the particular use, enjoyment, recreation and benefit of the unit owners of SANDAL COVE APARTMENT BUILDING 1001 Bayshore Drive.

W I T N E S S E T H :

That the Lessor and the Lessee, for and in consideration of the mutual covenants herein contained, and in consideration of the payments and undertakings herein made, and to be made, have respectively promised unto, and covenanted and agreed each with the other as follows:

I.

Demise by the Lessor:

Upon the terms and conditions hereinafter stated, and in consideration of the payment from time to time of the rents hereinafter stated, and for and in consideration of the proper performance of the Lessee of the covenants hereinafter contained by the Lessee to be kept and performed, the performance of each of which is declared to be an integral part of the consideration

1.

to be furnished by the Lessee, the Lessor does hereby lease, let and demise unto the Lessee, and the Lessee hereby leases of and from the Lessor, all on a nonexclusive basis, the following described premises, situate, lying and being in the City of Safety Harbor, Pinellas County, Florida, and described in Exhibit I.

Subject to the following:

1. Zoning ordinances of the municipality and county in which said property is located.
2. Terms and conditions contained in this Lease.
3. Limitations, easements, mortgages, conditions and agreements of record.

II.

Lessee's Use to be Nonexclusive and Subject to Rules and Regulations:

The Parties hereto understand, acknowledge, covenant and agree:

1. That Lessor is the fee owner of that certain real property legally described on Exhibit I attached hereto, and is developing said property and additional property as a total project to be known as SANDAL COVE;

2. That the project in general shall consist of three (3) multi-family apartment building sites on which apartment buildings have or will be constructed and utilized as condominiums, cooperatives, or rentals at the discretion and sole election of Lessor, and the community facilities as herein described;

3. That those portions of the demised premises, described on Exhibit 1, comprise various parcels of realty and improvements intended for the use in common by all residents of SANDAL COVE above described;

✓ 4. That Lessee's interest in and to, and its right of use of, the demised premises and improvements is nonexclusive and shall be in common with others and Lessor reserves the right to grant easements across the demised premises;

5. That Lessee's use of the demised premises shall be subject to such reasonable rules and regulations as are from time to time promulgated by Lessor;

6. That the rules and regulations shall be uniform in application as to all users, and drawn in such manner as to

Descript. Exhibit I

effectuate the maximum use, enjoyment and benefit as to all users;

7. That Lessor shall have the right to enforce the rules and regulations as to Lessee's members, and if a member shall after warning continue to disregard the rules and regulations, Lessor may deny to such member the right of use of land described in Exhibit I for a reasonable time or times as a method of enforcement, and the nonuse by such member shall in no wise relieve such member or Lessee of paying the rental or charge reserved herein.

III.

Term:

The demised premises are hereby leased to the Lessee, and Lessee shall have the nonexclusive use of the premises and improvements, subject to all the terms, covenants and conditions herein contained for a term commencing May 23, 1973, and ending on June 23, 2072, unless said term be sooner terminated as hereinafter provided.

IV.

Rent:

A. The Lessee covenants and agrees to pay to the Lessor as net rent, or payment to Lessor for the nonexclusive right of use of the community facilities as provided for herein, the sum of Six Thousand Forty Eight and No/100 Dollars (\$6,048.00) per annum, per building, payable Five Hundred Four and No/100 Dollars (\$504.00) per month, per building, monthly in advance. The above monthly rental payment shall commence on the commencement date of the term hereof and continue on the first day of each successive month thereafter during the term of this lease.

After 100 apartments have been sold from this or any adjoining project by the Developer, or three (3) years have passed, whichever first occurs, all of the monthly rent shall increase One Hundred Sixty Dollars (\$160.00) per building, representing an additional Ten Dollars (\$10.00) rent increase for each unit in addition to any rent adjustments.

B. Rent shall be payable at a bank or such other place

Rent Increase

located in Pinellas County, Florida which the Lessor may specify in writing from time to time, and a bank once specified for the place of payment of rent shall be and remain such until it shall have been changed by written notice given to the Lessee by the Lessor in the manner hereinafter described for the giving of notice; and all rent shall be payable without notice or demand, and if not paid on its due date shall bear interest at the rate of ten per cent (10%) per annum until paid. Payment of rent to a designated bank by the Lessee shall be considered payment of rent to the Lessor, and the Lessee shall be under no obligation to see to the application of the funds, as the bank is considered agent of the Lessor,

MEMBERS OF LESSEE ASSOCIATION PLEDGE ALL THEIR INTEREST IN THE APARTMENTS FOR THE PAYMENT OF THEIR SHARE OF RENT.. NO FORECLOSURE FOR RENT SHALL JEOPARDIZE ANY INSTITUTIONAL FINANCING.

C. Beginning July 1, 1975, and at the beginning of each five (5) year period thereafter during the term of this Lease the annual rental shall be increased or decreased, as the case may be, on the basis of the cost-of-living average for the period from January 1 to December 31 of the preceding year, as reflected by the "Wholesale Price Index, All Commodities of the U. S. Department of Labor's Bureau of Labor Statistics." The year 1969 shall be the base year and equal one hundred per cent (100%). If said index shall no longer be published, then another index generally recognized as authoritative shall be substituted by agreement, and if the parties should not agree, such substituted index shall be selected by the then presiding Judge of the Circuit Court of the State of Florida in and for the County of Pinellas, upon the application of either party. In any event the base used by any index, or as revised on the existing index, shall be reconciled to the year 1969 to be used as one hundred per cent (100%). It is expressly and specifically understood, covenanted and agreed between the parties hereto that notwithstanding the above, the annual fixed rental shall never be less than the rental initially

*ESC & Flog
on Cost-of-Living
Index*

provided for in paragraph IV A above.

D. All rent shall be payable in current legal tender of the United States as the same is constituted by law at the time the said rent becomes due. Extension, indulgence or change by the Lessor in the mode or time of payment of rent upon any occasion shall not be construed as a continuing waiver or as a waiver of the provisions of this paragraph, or as requiring a similar change or indulgence by the Lessor on any subsequent occasion.

V.

Description and Use of Community Facilities:

The description and intended use of that portion of the demised premises together with the improvements contained thereon and intended for use in common by all residents of SANDAL COVE and referred to herein as the community facilities, are in general as follows:

1/12/25
Revised

Land described in Exhibit I including lawn surrounding the Apartment Building and the pool which Developer will construct for the benefit of the residents of SANDAL COVE CONDOMINIUM I.

In addition to the above improvements, the common facilities include the water distribution system, sewer collection system, drainage facilities, privacy and security walls and such lighting, in addition to street lights, as Lessor deems necessary (in the sole opinion of Lessor) for the convenience, security and protection of the residents of SANDAL COVE.

VI.

Description and Use of Community Facilities for Exclusive Use of Unit Owners in SANDAL COVE CONDOMINIUM I Apartment Building 1001 Bayshore Drive:

The description and intended use of that portion of the demised premises as shown on Exhibit "I," together with the improvements contained thereon and intended for the exclusive use of unit owners in SANDAL COVE CONDOMINIUM I Apartment Building 1001 Bayshore Drive, are the limited common elements defined in the Condominium Declaration attached hereto and made a part hereof by reference.

in addition, assigned parking shall be for the exclusive use of the assigned owner. The initial directors of the Association shall establish a parking plan and in connection therewith will allocate and assign one (1) parking space to each of the units in the condominium. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations, to be adopted from time to time by the Association. Upon the directors having completed the parking plan, unit owners agree that such plan shall not be changed or amended except upon the vote of ninety per cent (90%) of the unit owners. The parking plan need not be recorded in the Public Records but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times. At no time shall the parking impair the easement of ingress and egress set forth in the Declaration at Exhibit J.

Parking
Plan
&
Regulations

VII.

Lessee's Obligations:

Lessee covenants and agrees that:

A. Lessee will pay all real estate taxes, assessments, personal property taxes, and other governmental levies and charges of any kind which are assessed or imposed upon the demised premises and improvements thereto, or any part thereof, that become due and payable during the term of this lease and use agreement.

B. Since it is understood Lessor's rent is to be net, Lessee will pay all charges for utilities and services to and for the community and recreational facilities, including, but not limited to sewer and water, electricity, gas, garbage and trash pickup. These payments shall be made by the individual members to the Management Contractor as provided in Exhibit H and in the Management Contract.

C. Lessee shall, at its cost and expense, maintain the community facilities and keep the same in a good state of repair, including all necessary replacements, renewals, alterations, and betterments. Lessee is solely responsible for safety of persons using premises and may not delegate responsibility for safe-

Facilities

ty of premises, though it may have maintenance and management contractors. . .

D. Lessee shall, at its expense, keep the recreational facilities, or such part thereof as is insurable, insured against loss or damage by fire, with extended coverage endorsement, in an amount sufficient to prevent Lessor from becoming a coinsurer under the terms of the applicable policies, but, in any event, not less than eighty per cent (80%) of the full insurable value as determined from time to time. Said policy shall name Lessor and Lessee as insureds.

E. Lessee shall, at its expense, keep the demised premises insured against claims for personal injury or property damage under a policy of general public liability insurance, with limits of not less than \$100,000.00 / \$300,000.00 for bodily injury and \$25,000.00 for property damage. Such policy shall name the Lessor and Lessee as insureds.

F. Lessee will pay the rent or use charge promptly when due.

G. The payment thereof shall be and continue to be during the term of this lease a common expense of Lessee.

H. Lessee will assess all its members from time to time a sum sufficient to pay all common expenses attributable to facilities for such members.

I. Lessee will assess its members who are unit owners in BUILDING 1001 SANDAL COVE CONDOMINIUM I, 1001 Bayshore Drive, from time to time a sum sufficient to pay all common expenses attributable to parcels on Exhibit I. SUCH ASSESSMENTS SHALL BE SECURED BY A PLEDGE BY MEMBERS OF ALL THEIR APARTMENT INTERESTS.

J. Lessee will, upon the nonpayment by one of its members, immediately proceed to collect same as provided in Florida Statutes, Chapter 711.15.

K. Lessee, and its members, guests and invitees

shall at all times use the community facilities strictly in accordance with the rules and regulations promulgated by Lessor for the use thereof.

L. Lessee's members shall be personally liable for any damage caused to the community facilities resulting from their negligent or careless act or acts.

M. Lessee will pay any tax or charge, in the nature of a sales or use tax, levied or assessed against Lessor or Lessee on the rental or use charge provided for herein.

N. Lessee and its members will use the community facilities for lawful purposes only and will comply with all laws and regulations of governmental authorities having jurisdiction over the use of the community facilities.

VIII.

Lessor's Security:

Lessee covenants and agrees in consideration of the mutual covenants herein contained, that:

A. Lessor shall have the first lien, paramount to all others, and every right and interest of the Lessee in and to this lease on any and all improvements, buildings, and structures, hereon or hereafter placed thereon, and on all furniture, furnishings, fixtures and equipment thereon or hereafter brought or placed thereon and intended for use thereon; which lien is granted for the purpose of securing the payments of rents, together with taxes, assessments, insurance premiums, charges, liens, penalties and damages herein covenanted to be paid by the Lessee, and for the purpose of securing the performance of all and singular the covenants, conditions, and obligations of this lease to be performed and observed by the Lessee.

B. Lessee, in order to further secure the payment of the rental reserved herein, together with the other items set forth in the foregoing paragraph, by these presents does hereby assign, transfer, and set over unto the Lessor all of the assessments levied, or to be levied, by Lessee upon its respective unit

owners and further gives and grants to Lessor, as its attorney in fact, the right to make and levy assessments against the unit owners for the payment of any monies due Lessor pursuant to the terms of this lease, provided that Lessee refuses to make such assessments. The foregoing assignments and right to make and levy assessments for and on behalf of the Lessee shall only become operative upon Lessee's being in default of the terms and conditions of this lease, and shall remain in force and effect only so long as such default continues to exist.

C. Lessee in order further to secure the payment of the items set forth in paragraph A hereof hereby gives and grants unto Lessor a continuing first lien paramount and superior to all others, including unit owners, upon its assets and common surplus.

D. Lessor, in order further to secure the payment of said items, shall have a continuing first lien paramount and superior to all others upon the unit owner's respective condominium parcels.

The lien herein granted shall accrue against each apartment unit severally, and may be enforced against only those apartment units whose owners have not paid the rent or the pro rata share of the other obligations attributable to such units. The lien shall be for the amount of such unpaid sums, together with interest thereon and reasonable attorneys' fees incurred in the collection and enforcement thereof.

Upon full payment of arrearages, interest and costs (including attorneys' fees), the party making payment shall be entitled to a recordable satisfaction discharging the lien as to such arrearages, interest and costs only, provided such satisfaction shall in no way diminish or extinguish the lien hereby created as to any other amounts due or to become due, but said lien shall continue throughout the term. The parties understand and agree that the Lessor's lien as provided for herein is a continuing lien and shall be in force and effect during the life of

this lease. The lien hereby given may be foreclosed either in the manner in which a mortgage on real property is foreclosed, or, alternately, at the option of the Lessor in the manner in which statutory liens on real property are foreclosed, or, at the further option of the Lessor, by any other remedy available to the Lessor for the foreclosure or collection of the said lien.

Notwithstanding the above, it is specifically understood and agreed that Lessor's lien above provided for shall not apply to an institutional first mortgagee or other purchaser obtaining title to a condominium parcel as a result of the foreclosure of the first mortgage, or taking title in lieu of foreclosure, as to sums owed by the former owner which become due prior to acquisition of title as a result of such foreclosure. Said mortgagee or other acquirer of title shall, however, be responsible for all assessments for common expense accruing from the date of taking title.

In the event the condominium is terminated, said liens upon the condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

LESSEE SHALL ASSIGN APARTMENT PLEDGES BY ITS MEMBERS TO SECURE PAYMENTS OCCURRING UNDER THIS LEASE.

E. Lessee understands and agrees that the within lease imposes on it the firm and irrevocable obligation to pay the full rent and perform the other provisions hereof for the full term of this lease; and the Lessor shall have, in addition to the liens and other provisions for the enforcement and payment of the rental and other charges herein covenanted to be paid by lessee, any and all other rights and remedies in connection with the enforcement and collection thereof as are provided by law. The exercise of one or more of the rights or remedies provided for herein shall not be construed as a waiver of the others.

IX.

Indemnification.

The Lessee indemnifies and agrees to save harmless the

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Lessor from and against any and all claims, debts, demands, or obligations which may be made against the Lessor or against the Lessor's title in the demised premises arising by reason of or in connection with the making of this lease, the ownership by the Lessee of its interests in this lease and in and to the demised premises, and the Lessee's use, occupancy and possession of the demised premises and if it becomes necessary for the Lessor to defend any actions seeking to impose any such liability, the Lessee will pay to the Lessor all costs and reasonable attorneys' fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

X.

Assignment.

Lessee may not assign or sublease its interest in this lease.

It is understood and agreed, however, that the Lessor may freely assign, in whole or in part, any of its rights, title and interest in and to this lease and the demised premises.

XI.

Subordination.

A. It is understood and agreed between the parties hereto, that this instrument shall not be a lien against said demised premises in respect to any mortgage that now exists against said demised premises or to any mortgage that hereafter may be placed against said premises, or extensions thereof, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Lessee agrees to execute any such instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any

such mortgage or mortgages. The Lessee does hereby agree that the within paragraph shall in fact constitute and be the subordination as provided for herein. The Lessee further hereby constitutes and appoints the said Lessor as its attorney in fact for the purpose of executing any formal instruments of subordination, if same are required.

B. Lessor agrees at all times during the term hereof to keep current any mortgages or encumbrances against the demised premises. In the event Lessor is in default of its obligations under this paragraph, Lessee may make payment for Lessor and deduct such payment from the next ensuing rental payment or payments, provided that prior to payment Lessee gives ten (10) days written notice to Lessor of its intention to make such payment.

XII.

Waste.

The Lessee shall not do or suffer any waste or damage, disfigurement or injury to the demised premises, to any improvements, structures, buildings and personal property now or hereafter placed or brought thereon.

XIII.

Quiet Enjoyment.

Lessor covenants and agrees with Lessee that so long as the Lessee keeps and performs all of its covenants herein made, the Lessee shall have the quiet, undisturbed and continued possession and nonexclusive right of use of the demised premises, subject, however, to all of the terms and conditions contained herein, and rules and regulations promulgated from time to time by Lessor.

XIV.

Covenants and Agreements to be Covenants Running with the Lands.

The terms, conditions, provisions, covenants and agreements set forth in this lease and use agreement shall be binding upon the Lessor and Lessee, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be

covenants running with the land. Land, as the term is used herein, shall include the demised premises, together with the land described in paragraph III of the DECLARATION OF BUILDING 1001 SANDAL COVE, CONDOMINIUM I, 1001 BAYSHORE DRIVE, SAFETY HARBOR, FLORIDA, to which this lease is attached as an exhibit.

XV.

Condemnation.

In the event that the demised premises, or a substantial portion thereof, are taken or condemned for a public or quasi-public use, this lease shall terminate as of the date title shall vest in the condemnor, and the rent shall be apportioned as of said date. No part of any award shall belong to Lessee.

In the event only a portion of the demised premises be taken, the taking of which does not destroy the purpose, utility and use of the remaining portion for its intended use pursuant to the terms of this lease, then the lease shall continue in full force and effect as to the remaining portion of the demised premises with no abatement of rental.

In the event that such taking is so substantial as to destroy the purpose, utility or use of the remaining portion for its intended use pursuant to the terms of this lease, then the lease shall continue in full force and effect as to the remaining portion of the demised premises with an abatement of rent that shall be just and equitable. In the event the parties cannot agree on an equitable abatement, each agrees forthwith to appoint an arbitrator, the two of whom shall appoint a third arbitrator and the arbitration board, as constituted, shall determine such abatement. Lessor, in such event, shall rebuild and restore improvements on the demised premises at its expense, as nearly in conformity with the improvements as they existed prior to their being damaged by such condemnation as possible.

All awards of any kind or nature by law accruing to either the Lessor or the Lessee, shall belong solely to the Lessor.

XVI.

Notice.

That when either of the parties desires to give notice unto the other in connection with, and according to, the terms and conditions of this lease, all such notices shall be given by registered or certified mail (return receipt requested), and it shall be deemed given when the notice shall have been deposited in the United States mail with sufficient postage prepaid thereon to carry it to its addressed destination.

Notices under this lease shall be addressed as follows:

FOR THE LESSOR: Wolfe, Bonner & Hogan
16 North Fort Harrison
Clearwater, Florida 33515

FOR THE LESSEE: 1001 Bayshore Drive
Safety Harbor, Florida 33572

XVII.

Waiver.

One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition; and, the consent or approval by Lessor to, or of, any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to, or of, any subsequent similar act by Lessee.

XVIII.

Arbitration.

Lessee acknowledges that Lessor economically could not have set aside and improved the demised premises and made and entered into this Lease and Use Agreement with Lessee except upon the condition that this lease be noncancellable by Lessee and that the Lessee pay the rental and other charges and payments reserved herein for the full term of the lease.

Accordingly, the parties hereto covenant and agree that in case any dispute shall arise at any time during the term hereof

between the Lessor and the Lessee which, if determined in favor of Lessee, would give Lessee the right under normal circumstances to either cancel this lease or abate, diminish or otherwise affect the payment of the rentals reserved herein unto Lessor, that any such dispute shall not be the subject of litigation but shall be submitted to arbitration pursuant to and in accordance with the provisions of the Florida Arbitration Code, being Chapter 682, Florida Statutes.

No award
 The parties specifically covenant and agree that no award shall be rendered against Lessor involving either the cancellation of this lease and use agreement by Lessee, or for the nonpayment by Lessee of any rentals or charges reserved herein unto Lessor, and that any such award judgment or decree shall be limited solely to an interpretation of the obligations and duties of Lessor hereunder, and for the enforcement of such obligations and duties.

In connection with such arbitration, the parties agree that the prevailing party shall be entitled to reimbursement for all costs and reasonable attorneys' fees.

Lessor, in connection with the enforcement of the payment of the rentals or other charges reserved herein, the enforcement of the rules and regulations to be promulgated by Lessor, or for the enforcement of any other provisions, terms and conditions contained herein to be kept and performed by Lessee, shall have the right to all or any of the legal remedies given Lessor herein, and Lessor shall not be required to submit same to arbitration.

XIX.

Default.

It is expressly agreed that, if the Lessee should breach any of the terms, covenants, and conditions of this lease by it to be kept and performed, such breach on the part of the Lessee shall constitute a default under the terms of this lease, and if such default should not be cured by the Lessee within the number

of days hereinafter specified and referred to as the "grace period," the Lessor may, at its option, declare this lease to be terminated and the term ended, and the same shall be accomplished by the giving of notice to such effect to the Lessee; or the Lessor may use any remedy afforded by law to require the Lessee to comply with the terms of this lease, or to pay any sums of money payable hereunder by the Lessee, or to reimburse the Lessor for any sums paid by Lessor which should have been paid by the Lessee as herein provided. The grace period shall commence the day following the date on which the breach and default occurred, and shall be as follows:

A. If the default should exist by reason of the breach of paragraph IV relating to the payment of rent or other charges or payments reserved herein, the grace period shall be fifteen (15) days from the date said rental or other charges or payments were due.

B. If the default should occur by reason of any of the other terms and conditions of this lease to be kept and performed by Lessee, the grace period shall be fifteen (15) days from the date on which Lessor gives notice to the Lessee to cure such default provided that if the correction of the default by Lessee, by the nature thereof, requires more than fifteen (15) days to cure, Lessee shall have such additional time as is reasonably necessary to correct said default provided that the Lessee is working diligently toward the cure or correction thereof.

XXI.

Return of Premises and Cessation of Use, Upon Prior Termination of Lease.

The Lessee further agrees if the Lessor should declare this lease to be terminated and its term ended prior to the expiration of its term by reason of Lessee's breach of a covenant and condition, as hereinabove provided, that Lessee will, within twenty-four (24) hours from the date of said notice of termination deliver unto Lessor the quiet and peaceful possession of all of the demised premises, and it and its members will discontinue

its and their use of the demised premises.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year first above written.

Signed, sealed and delivered

in the presence of:

[Signature]

[Signature]

As to Lessor

GERALD R. CUSTER and E. NANCY CUSTER,
a Tenancy by the Entirety d/b/a
SOUTHERN PROPERTIES

By: [Signature]
Gerald R. Custer

By: [Signature]
E. Nancy Custer

SANDAL COVE ASSOCIATION, INC.

Attest: [Signature]
secretary

By: [Signature]
President

As to Lessee

STATE OF FLORIDA)
) ss
COUNTY OF PINELLAS)

I, HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared GERALD R. CUSTER and E. NANCY CUSTER, tenant, of SOUTHERN PROPERTIES to me known to be the persons described in and who executed the foregoing NINETY-NINE YEAR LAND RECREATIONAL LEASE AND USE AGREEMENT and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Clearwater, in the County of Pinellas, and State of Florida, the 22nd day of May, A. D. 1975.

Notary Public, State of Florida at Large
My Commission Expires July 21, 1976
Bonds By American Fire & Casualty Co.

[Signature]
Notary Public

My Commission Expires:

STATE OF FLORIDA)
) ss
COUNTY OF PINELLAS)

I, HEREBY CERTIFY, that on this 27th day of APRIL, A. D. 1973, before me personally appeared Rollen Weakley and Herman L. Gaillard, President and Secretary respectively of SANDAL COVE ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing NINETY-NINE YEAR LAND RECREATIONAL LEASE AND USE AGREEMENT and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Clearwater, in the County of Pinellas and State of Florida, the day and year last aforesaid.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at Large
MY COMMISSION EXPIRES OCT. 8, 1974
BONDED THROUGH FRED W. DIEBTELMORE

[Signature]
Notary Public

LEASE MODIFICATION AGREEMENT

Pursuant to the Ninety-Nine Year Land Recreational Lease and Use Agreement between GERALD R. CUSTER and E. NANCY CUSTER, Tenants by the Entirety, d/b/a SOUTHERN PROPERTIES, LESSOR and SANDAL COVE ASSOCIATION, INC., a Florida corporation not for profit, LESSEE, recorded in the Official Records of Pinellas County in Official Records Book 4044 at page 1354, et seq. the above referenced lease is hereby modified in accordance with its terms in consideration of the premises to include the residents of BUILDING 1005, SANDAL COVE CONDOMINIUM I. The benefit of the above referenced lease is therefore inclusive of the unit owners of SANDAL COVE APARTMENT BUILDING 1005, Bayshore Drive.

The above notwithstanding, the unit owners in SANDAL COVE CONDOMINIUM I APARTMENT BUILDING 1005, Bayshore Drive shall have no right to the use of the limited common elements defined in the common Condominium Declaration attached to the above referenced lease recorded in the Official Records of Pinellas County in Official Records Book 4044, Page 1299, with said declaration definition of condominium limited elements being found at Page 1301 or the limited common elements of any other building for which a condominium declaration shall be recorded so that the provisions of the above referenced lease in paragraph VI shall be consistent herewith.

The parties hereto further agree that the unit owners in SANDAL COVE CONDOMINIUM I APARTMENT BUILDING 1005, Bayshore Drive shall have the exclusive use of the limited common elements defined in the Condominium Declaration attached hereto and made a part hereof by reference.

EXHIBIT E(1)

In addition to the foregoing modifications, paragraph VII, subsection I, shall be modified to include the unit owners of 1005 SANDAL COVE CONDOMINIUM I 1005 Bayshore Drive.

It is understood and agreed by the parties hereto that no assessments shall be made unless such assessments are approved by 75% of the unit owners of the entire SANDAL COVE CONDOMINIUM I complex for expenses common to all the members of such complex or by 75% of the particular building unit owners for expenses common only to the particular building. Further, no assessments shall be made unless scheduled with at least one years notice unless such requirement be waived by 75% of the unit owners.

The parties hereto understand that a building reserve fund for payment of non-insurable expenses is an advisable assessment for the protection of their interests. The Lessor agrees that paragraph VIII, subsection B shall be modified to the extent that no building reserve fund for any building in the SANDAL COVE CONDOMINIUM I complex shall be assigned, transferred or set over unto the Lessor as security for the payment of rent.

It is understood and agreed and notwithstanding the above that the Lessor shall have the right to take assessments without the above referenced 75% approval in the place of the Association, Lessee, if and only if Lessee is in default in the payment of rent or of the terms and conditions of this lease, but that this provision shall remain in force and effect only so long as such default or partial default continues to exist.

Signed, sealed and delivered in the presence of:

Romaine Hamlin

Donald S. Blum

As to Lessor

Attest: Thomas J. McNery
Secretary

As to Lessee

GERALD R. CUSTER and E. NANCY CUSTER, a Tenancy by the Entirety d/b/a SOUTHERN PROPERTIES

By: Gerald R. Custer
Gerald R. Custer

By: E. Nancy Custer
E. Nancy Custer

SANDAL COVE ASSOCIATION, INC.
By: Thomas J. McNery
Acting President, Vice-president,
Thomas J. McNery

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day , before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared GERALD R. CUSTER and E. NANCY CUSTER, tenant, of SOUTHERN PROPERTIES to me known to be the persons described in and who executed the foregoing Lease Modification Agreement and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Clearwater, in the County of Pinellas, State of Florida, the 31st day of May, A.D., 1974.

Samela L. Belkora
Notary Public



My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES AUGUST 19, 1977
BONDED BY AMERICAN BARNERS INSURANCE CO.

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 31st day of May, A.D. 1974, before me personally appeared Thomas J. McEnery ~~and~~ Herman L. Gaillard ~~and~~ SECRETARY ~~and~~ and vice-president respectively of SANDAL COVE ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Lease Modification Agreement and severally acknowledged the execution thereof to be their free act and deed as such officers. for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Clearwater, in the County of Pinellas and State of Florida, the day and year last aforesaid.

Samela L. Belkora
Notary Public

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES AUGUST 19, 1977
BONDED BY AMERICAN BARNERS INSURANCE CO.

